

## 1 Parental Guarantee

[GUARANTEE], dated as of \_\_\_\_\_, 20\_\_ (this “Guarantee”), made by [COMPANY], a company organized under the laws of [JURISDICTION] (the “Guarantor”), in favor of the First Responder Network Authority on behalf of the United States Government (the “Government”).

### RECITALS:

WHEREAS, [CONTRACTOR], a [ENTITY TYPE] organized and existing under the laws of [JURISDICTION] (the “Subsidiary” or “Contractor”), is a subsidiary of the Guarantor;

WHEREAS, the Subsidiary and the Guarantor are related businesses; and

WHEREAS, for the Government to make an affirmative determination of Contractor responsibility, the Guarantor is entering into this Guarantee to ensure that adequate resources are available to the Subsidiary to successfully perform the Subsidiary’s obligations under the Agreement;

NOW THEREFORE, the Guarantor agrees for the benefit of the Government as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement. The following terms shall have the following meanings when used in this Guarantee:

“Agreement”: the written contract between the Government and Contractor to construct, manage, and operate the Nationwide Public Safety Broadband Network.

“Guarantor”: as defined in the preamble hereto, together with its successors and assigns (whether by way of merger, sale of capital stock, sale of assets, or otherwise).

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

“Taxes”: taxes imposed on the Government’s net income, or franchise taxes imposed on the Government by the jurisdiction under the laws of which it is organized or any political subdivision thereof, and including any withholding made with respect to Taxes.

2. The Guarantor hereby unconditionally and irrevocably guarantees to the Government the due and punctual performance and observance by Contractor of all its respective obligations, commitments, undertakings, warranties, indemnities, and covenants under or in connection with the Agreement (the “Obligations”), and agrees to indemnify the Government on demand against all losses, damages, costs, and expenses (including reasonable legal costs and expenses in respect of any enforcement of the Obligations and/or this Agreement) that the Government may suffer through or that may arise from any breach or failure to perform by Contractor of the Obligations. The liability of the Guarantor as aforesaid shall not be released or diminished by any alterations or modifications of terms or any forbearance, neglect, or delay in seeking performance of the Obligations thereby imposed or any granting of time for such performance or any other indulgence, provided, however,

that the Guarantor's Obligations under this Agreement shall be subject to any such alteration, extension of time, or other indulgence, or any waiver that may be granted.

3. If and whenever Contractor defaults in the performance of the Obligations and such default is not cured or remedied within the time limits provided after notice by the Government to Contractor (within any cure periods—howsoever described, and if any—in the Agreement) ("Default"), the Guarantor shall upon demand, which shall reasonably and briefly specify the nature and amount, if any, of the Default (the "Demand"), unconditionally perform (or procure performance of) and satisfy (or procure the satisfaction of), in accordance with the terms and conditions of the Agreement, the Obligations in regard to which such Default has been made, and so that the same benefits shall be conferred on the Government as it would have received if such Obligations had been duly performed and satisfied by Contractor. The Guarantor hereby waives any rights that it may have to require the Government to proceed first against or claim payment from Contractor, to the extent that as between the Government and the Guarantor, the latter shall be liable as principal obligor upon any aforesaid Default, as if it had entered into all the Obligations jointly and severally with Contractor.
4. This Guarantee is to be a continuing security to the Government for all the Obligations of Contractor notwithstanding any settlement of account or other matter or thing whatsoever. Except to the extent otherwise specifically contemplated herein, the Guarantor waives diligence, presentment and protest, or other notice of any kind with respect to all Obligations. This Guarantee shall be construed as a continuing guarantee of performance of all Obligations owing to the Government by Contractor under the Agreement and not a guarantee of collection.
5. This Guarantee is in addition to and without prejudice to and not in substitution for any rights or security that the Government may now or hereafter have or hold for the performance and observance of the Obligations of Contractor.
6. In the event that the Guarantor has taken or takes any security from Contractor in connection with this Guarantee, the Guarantor hereby undertakes to hold the same in trust for the Government pending discharge in full of all the Guarantor's Obligations under or in connection with the Agreement. The Guarantor shall not, after any Demand has been made hereunder, claim from Contractor any sums that may be owing to it from Contractor or have the benefit of any set-off or counter-claim or proof against, or dividend, composition, or payment by Contractor until all sums owing to the Government hereunder or under or in connection with the Agreement have been paid in full.
7. As a separate and independent stipulation, the Guarantor agrees that any Obligations that may not be enforceable against or recoverable from Contractor by reason of:
  - (a) any legal limitation, disability, or incapacity of Contractor or the Guarantor;
  - (b) any insolvency or liquidation of Contractor;
  - (c) any merger, amalgamation, or other change of status of the Guarantor; or
  - (d) any other fact or circumstance,

shall nevertheless be enforceable against or recoverable from the Guarantor as though the same had been incurred by the Guarantor as principal obligor in respect thereof and shall be performed or paid by the Guarantor on demand in accordance with and subject to the provisions of the Agreement.

8. Notwithstanding any other provisions of this Agreement, the Obligations and liability of the Guarantor under or arising out of this Guarantee shall not be interpreted as imposing greater Obligations and liabilities on the Guarantor than are imposed on Contractor under the Agreement.
9. This Guarantee shall remain in full force and effect and be binding upon the Guarantor and its successors and assigns, and shall inure to the benefit of the Government until all the Obligations owing to the Government and the obligations of the Guarantor under this Guarantee shall have been satisfied by performance in full.
10. The Guarantor warrants and confirms to the Government:
  - (a) it is duly organized and validly exists under the laws of its jurisdiction of organization and has the power and authority and legal right to own and operate its property and to conduct the business in which it is currently engaged;
  - (b) it has the power, authority, and legal right to execute and deliver, and to perform its Obligations under this Guarantee and has taken all necessary action to authorize its execution, delivery, and performance of this Guarantee, and this Guarantee has been duly executed;
  - (c) this Guarantee constitutes a legal, valid, and binding obligation of the Guarantor, enforceable in accordance with its terms, subject to the effects of bankruptcy, solvency, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law), and an implied covenant of good faith and fair dealing;
  - (d) the execution, delivery, and performance of this Guarantee will not violate or result in default in any applicable law, rule, or regulation or any judgment, order, or decree or agreement, instrument, or undertaking applicable to the Guarantor and will not result in, or require, the imposition or creation of any lien on any of its properties or revenues pursuant to any of the foregoing, in each case in any material respect;
  - (e) no consent or authorization of, or filing or registration with, any governmental authority, and no consent of any other Person, is required in connection with the execution, delivery, performance, validity, or enforceability of this Guarantee, other than as may have been obtained or made and is in full force and effect;
  - (f) there are no laws in effect in the jurisdiction in which the Guarantor is organized and principally conducts its business that limit its maximum liability, except for laws limiting the ability of the Guarantor to incur liabilities that render it insolvent, unable to pay its debts as they become due, or with insufficient or too small capital and except for laws requiring approvals, consents, authorizations, or registrations that have been obtained or made

(except where failure to obtain or make such approvals, consents, authorizations, or registrations would not have a material adverse effect on the ability of the Guarantor to perform its Obligations hereunder); and

- (g) it is not entitled to immunity from judicial proceedings and agrees that, in the event the Government brings any suit, action, or proceeding to enforce any Obligation or liability of the Guarantor arising, directly or indirectly, out of or relating to this Guarantee, no immunity from such suit, action, or proceeding will be claimed by or on behalf of the Guarantor.

11. It is a condition of the execution of the Agreement that the Guarantor execute and deliver this Guarantee. The Guarantor acknowledges and agrees that the execution of the Agreement by the Contractor is in the Guarantor's best interests. The Guarantor makes this Guarantee knowing that the Government shall rely on this Guarantee in entering into the Agreement. The Guarantor conclusively acknowledges that the Government's reliance hereon is in every respect justifiable and the Guarantor received adequate and fair equivalent value for this Guarantee.
12. This Guarantee shall be reinstated if at any time any payment of any Obligations must be returned by the Government upon the insolvency, bankruptcy, dissolution, liquidation, or reorganization of the Subsidiary or the Guarantor.
13. The Guarantor agrees that the Obligations owing to the Government shall be paid to the Government in the currency and at the location specified in the Agreement.
14. All notices and demands to or upon the Government or the Guarantor to be effective shall conform to the notice requirements in the Agreement, provided the Government shall provide any required notice to the Guarantor at:

[ADDRESS/CONTACT]

15. Amendments in Writing; No Waiver; Cumulative Remedies.
- (a) Except as otherwise provided herein, none of the terms or provisions of this Guarantee may be waived, amended, supplemented, or otherwise modified except by a written instrument executed by the Guarantor and the Government.
- (b) The Government shall not by any act (except by a written instrument pursuant to Section 15(a)) or by any delay, indulgence, or omission be deemed to have waived any right or remedy hereunder. No failure to exercise, nor any delay in exercising on the part of the Government, any right, power, or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege under this Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by the Government of any right or remedy on any occasion shall not be construed as a bar to any right or remedy that the Government would otherwise have on any future occasion.

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16. Submission To Jurisdiction; Waivers.

- (a) The Guarantor irrevocably and unconditionally:
  - (i) submits for itself and its property in any legal action or proceeding relating to this Guarantee, or for recognition and enforcement of any judgment in respect of this Guarantee, to the non-exclusive general jurisdiction of the United States Court of Federal Claims and in each case the appellate courts thereto;
  - (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court, and agrees not to plead or claim the same;
  - (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Guarantor as provided in Section 14; and
  - (iv) agrees that nothing in this Section shall affect the right of the Government to effect service of process in any other manner permitted by law or shall limit its right to sue in any other jurisdiction.
- (b) The consent to personal jurisdiction set forth herein shall be self operative and no further instrument or action, other than service of process as provided for herein, shall be necessary in order to confer jurisdiction upon the Guarantor in any such court.
- (c) Provided that service of process is effected upon the Guarantor in the manner prescribed by law, the Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise:
  - (i) any objection that it may have or may hereafter have to the laying of the venue of any such suit, action, or proceeding brought in such a court as is mentioned in the previous paragraph;
  - (ii) any claim that any such suit, action, or proceeding brought in such a court has been brought in an inconvenient forum; or
  - (iii) any claim that is not personally subject to the jurisdiction of the above-named courts.

17. Taxes. Any and all payments by the Guarantor hereunder shall be made free and clear of and without deduction for any and all present or future fees, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding any Taxes. If the Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, the Guarantor will not reimburse the Government therefore, and:

- (a) the Guarantor shall make such deductions; and

(b) the Guarantor shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law; and within 30 days of any payment of Taxes, the Guarantor will furnish to the Government the original or a certified copy of a receipt evidencing payment thereof.

18. Successors and Assigns; Representatives. This Guarantee shall be binding upon the successors and assigns of the Guarantor, and shall inure to the benefit of the Government. The Guarantor may merge with or transfer substantially all of its assets to a successor guarantor. Such merger or transfer shall not require the consent of the Government. If the Guarantor is purchased by or merged with another entity, the Guarantor shall notify the Government of such purchase or merger within thirty (30) days thereof and the successor entity to the Guarantor shall deliver to the Government a written instrument unconditionally assuming and agreeing to perform all of the Guarantor's Obligations under this Guarantee.
19. Governing Law. This Guarantee shall be governed by, and construed and interpreted in accordance with, the federal laws of the United States of America, only to the extent that no federal law applies, then the laws of the State of New York shall apply.
20. Partial Invalidity. If any provision of this Guarantee or the application thereof to any Person or circumstance shall to any extent be held void, unenforceable, or invalid, then the remainder of this Guarantee or the application of such provision to Persons or circumstances other than those as to which it is held void, unenforceable, or invalid shall not be affected thereby and each provision of this Guarantee shall be valid and enforced to the fullest extent permitted by law.

[SIGNATURE BLOCK]